# FABYANSKE, WESTRA & HART

A PROFESSIONAL ASSOCIATION

B. C. HART M. T. FABYANSKE MARK W. WESTRA JEREMIAH J. KEARNEY DENNIS J. TROOIEN SCOTT LLOYD ANDERSON PAUL L. RATELLE GREGORY T. SPALJ DEAN B. THOMSON GARY C. EIDSON KYLE E. HART JUDITH E. KROW HOLLY A. R. HART STEPHEN A. MELCHER

**SUITE 1100** 920 SECOND AVENUE SOUTH MINNEAPOLIS, MINNESOTA 55402 TELEPHONE 612-338-0115 TELECOPIER 612-338-3857

RICHARD G. JENSEN THOMAS J. TUCCI CHARLES G. CARPENTER III PATRICK W. NOAKER MARY SUE M. VORBRICH MI⊈HAEL J. KINZER JCCELYN L. KNOLL STEVEN C. COX YNE E. GARDNER

RECORDATION NO. 2011

OF COUNSEL: GERAŁD L. SVOBODA DWIGHT G. RABUSE

October 23, 1997 OCT 2 8 '97

1-52PM

#### VIA CERTIFIED MAIL

Secretary Surface Transportation Board 1925 K Street Suite 700 Washington, D.C. 20423-0001

Re:

Carlson Leasing Re General Our File #: 06327 .000

Dear Secretary:

I have enclosed an original and one copy/counterpart of the three documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

**Lease Supplement No. 814102:** This document is a lease supplement, a secondary document, dated August 1, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are as follows:

Lessor:

**CLC** Equipment Company

Carlson Center

12755 State Highway 55 Minneapolis, MN 55441 Carlson Leasing, Inc. October 23, 1997 Page 2

Co-Lessee:

Power Flats, Ltd.

1000 W. Ormsby Louisville, KY 40210

and

OPM Services, Inc. 1000 W. Ormsby Louisville, KY 40210

A description of the equipment covered by the document follows:

One (1) Kasgro 225 Ton 70' FM flat railcar, serial no. LNAL 70970 and one (1) Kasgro 225 Ton 70' FM flat railcar, serial no. LNAL 70971.

<u>Lease Supplement No. 814103:</u> This document is also a lease supplement, a secondary document, dated October 15, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are the same as stated above.

A description of the equipment covered by the document follows:

One (1) Kasgro 170 Ton 47' FD flat railcar, serial no. LNAL 25967.

Lease Supplement No. 814104: This document is also a lease supplement, a secondary document, dated October 15, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are the same as stated above.

A description of the equipment covered by the document follows:

One (1) Kasgro 180 Ton 32' FD flat railcar, serial no. LNAL 32970.

Carlson Leasing, Inc. October 23, 1997 Page 3

A check for \$72.00 is enclosed to cover the filing fee. Please return the original and any extra copies not needed by the Board for recordation to:

Fabyanske, Westra & Hart, P.A. Suite 1100 920 Second Avenue South Minneapolis, MN 55402

Very truly yours,

Fabyanske, Westra & Hart, P.A.

Jeremiah J. Kearne

OCT 28'97 1-52 PM

## LEASE SUPPLEMENT NO. 814104

Dated October 15,1997

Between

### **CLC Equipment Company**

as Lessor

and

## Power Flats, Ltd. and OPM Services, Inc., as Co-Lessees

as Lessee

with respect to

**RAILCARS** 

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO 49 U.S.C. §11303 AT : A.M. RECORDATION NUMBER

THIS LEASE SUPPLEMENT, dated,	
between CLC Equipment Company, a Minnesota corporation ("Lessor") and	
Power Flats, Ltd., a Kentucky limited partnership and OPM Services, Inc., a Kentucky	Z
corporation, as Co-Lessees ("Lessee").	

#### WITNES ETH:

WH	EREAS, Lessor	and Lessee have	heretofore entered	into a Lease	Agreement	(the
"Lease") da	ted as of	June 17, 1997				

WHEREAS, the Lease provides that on the Closing Date Seller shall deliver to Lessor a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Lessor, and Lessor purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Lessor on such Closing Date;

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof; and

WHEREAS, capitalized terms used herein without definitions shall have the respective meanings set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

- 1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.
- 2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with all applicable mechanical specifications for such Railcars and in good working order.
- 3. The aggregate Lessor's Cost of the Railcars leased hereunder and the Lessor's Cost of each Railcar leased hereunder are set forth on Schedule 1. The Stipulated Loss Values set forth on Schedule 2 hereto shall be applicable in respect of the Railcars leased hereunder on the date hereof.
- 4. Lessee hereby confirms its agreements, in accordance with the Lease as supplemented by this Lease Supplement, that; (a) notwithstanding the definition of "Basic Rent" set forth in the Lease, to pay the following Basic Rent for the Railcar subject to this Lease Supplement; (i) during the Basic Term, 120 consecutive equal monthly installments payable in advance in accordance with Section 3 of the Lease, each such installment shall be in an amount equal to 1.12474% of the Aggregate Lessor's Cost for such Railcar; and (ii) during each Renewal Term, Basic Rent shall be set as described in Section 2(b) of the Lease; and (b) each reference in the

Lease to the Basic Rent for such Railcar shall mean and be a reference to the Basic Rent established by this Lease Supplement.

- 5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
- 6. This Lease Supplement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
- 7. This Lease Supplement is being delivered in the State of <u>Minnesota</u> and shall in all respects be governed by, and construed in accordance with, the laws of the State of <u>Minnesota</u>, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

CLC Equipment Company

By: M. Dinacles, L.
By: M. Dir aults. J. Title: Vice President
Power Flats, Ltd., a Kentucky limited partnership, and OPM Services, Inc., as Co-Lessees, (Lessee)
Power Flats, Ltd., a Kentucky limited partnership
By: OPM Flats, Inc.
Title: Its General Partner
By:
Title:
OPM Services, Inc.
By:
Title: President

STATE of Kentucky ): SS.:
COUNTY OF Jefferson )
On this 13th day of 10th 1997, before me personally appeared Kent Oyler , to me personally known, who, being by me duly sworn, 1997, before me personally known, 2007, before me personally known, 2007
Motory Public
My Commission Expires:
[Notary Seal ]
STATE of Kentucky  SS.:  COUNTY OF Jefferson  On this 13th day of October, 1997, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Mr. Oyler says that he is the President of OPM Services, Inc., a Kentucky corporation, that said instrument was signed by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
Cheryl Laus Northy Public
My Commission Expires:
[Notary Seal ]

STATE OF MINNESOTA	)
COUNTY OF HENNEPIN	SS.: )
On this 15th day of Octob	, 1997 before me personally o me personally known, who, being by me duly sworn,
appeared John M. Divacles, Jr., to	me personally known, who, being by me duly sworn,
says that he is <u>Vice President</u> o	of CLC Equipment Company, a Minnesota corporation,
that said instrument was signed on behalf of	of said corporation by authority of its Board of
Directors and he acknowledged that the ex-	ecution of the foregoing instrument was the free act
and deed of said corporation.	<i>5 5</i> · · · · · · · · · · · · · · · · · · ·
DENNIS M. OFSTEDAL  NOTARY PUBLIC—MINESOTA  MY COMMISSION EXPIRES 1-51-00	DemisM. Efleda
	Notary Public   ∫

My Commission Expires:

[Notary Seal ]

# SCHEDULE 1

# SCHEDULE OF RAILCARS TO BE DELIVERED

# **RailCars**

		Lessor's	Aggregate	Identification
Quantity	Serial	Cost Per	Lessor's	Numbers of
of Units	<u>Numbers</u>	<u>Unit</u>	<u>Cost</u>	Railcars
1	LNAL 32970	\$231,500.00	\$231,500.00	LNAL 32970

## STIPULATED LOSS VALUES

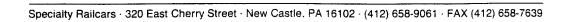
	Amount Due		Amount Due		Amount Due
Payment	as a percentage	Payment	as a percentage	Payment	as a percentage
Period No.	of Original Cost	Period No.	of Original Cost	Period No.	of Original Cost
1	105.7	41	93.7	81	81.7
2	105.4	42	93.4	82	81.4
3	105.1	43	93.1	83	81.1
4	104.8	44	92.8	84	80.8
5	104.5	45	92.5	85	80.5
6	104.2	46	92.2	86	80.2
. 7	103.9	47	91.9	87	79.9
8	103.6	48	91.6	88	79.6
9	103.3	49	91.3	89	79.3
10	103.0	50	91.0	90	79.0
11	102.7	51	90.7	91	78.7
12	102.4	52	90.4	92	78.4
13	102.1	53	90.1	93	78.1
14	101.8	54	89.8	94	77.8
15	101.5	55	89.5	95	77.5
16	101.2	56	89.2	96	77.2
17	100.9	57	88.9	97	76.9
18	100.6	58	88.6	98	76.6
19	100.3	59	88.3	99	76.3
20	100.0	60	88.0	100	76.0
21	99.7	61	87.7	101	75.7
22	99.4	62	87.4	102	75.4
23	99.1	63	87.1	103	75.1
24	98.8	64	86.8	104	74.8
25	98.5	65	86.5	105	74.5
26	98.2	66	86.2	106	74.2
27	97.9	67	85.9	107	73.9
28	97.6	68	85.6	108	73.6
29	97.3	69	85.3	109	73.3
30	97.0	70	85.0	110	73.0
31	96.7	71	84.7	111	72.7
32	96.4	72	84.4	112	72.4
33	96.1	73	84.1	113	72.1
34	95.8	74	83.8	114	71.8
35	95.5	75	83.5	115	71.5
36	95.2	76	83.2	116	71.2
37	94.9	77	82.9	117	70.9
38	94.6	78	82.6	118	70.6
39	94.3	79	82.3	119	70.3
40	94.0	80	82.0	120	70.0

Note: Stipulated Loss Values based upon A.A.R. depreciation of 3.6% annually.

Initials

Initials

Initials





DATE: 09-30-97

INVOICE NO: 97-0436

REMIT TO:

Kasgro Rail Corp

P. O. Box 507

New Castle, PA 16103

Attention Mr. James H. Bluhm

SOLD TO:

Carleson Center 12755 State Highway 55 Minneapolis, MN

CLC Equipment Co.

RECEIVED OCT 0 3 1997

Customer Order No.		).	Requisitioner K. Oyler			Terms	-
Shippe Ra	ed Via		Shipped From New Castle, PA	F. O. B.		Date Accepted	
Quan Ord	tity Shipped		Descript	ion		Unit Price	Amount
1	1	32	' 180 Ton FD Flat Car	•	\$ 2	31,500.00	\$ 231,500.00
		Ca	r No. LNAL 32970				
				Tota	al Amo	unt	\$ 231,500.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6.7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE